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REMARKS

Claims 1-7 and 9-21 are pending in this application. Reconsideration and allowance in view of the following remarks are respectfully requested.

I.   THE CLAIMS DEFINE PATENTABLE SUBJECT MATTER

A.   The Rejection of Claims 1-7, 9-15, 17 and 19-21

1.   The Rejection and Features of Claim 1

In paragraph 3, the Final Office Action of October 20, 2003 rejects claims 1-7, 9-15, 17 and 19-21 under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 5,963,915 to Kirsch. This rejection is respectfully traversed.

Claim 1 recites a method for accessing one of a plurality of remote service providers across a network via a single login to a host service provider, each of the plurality of remote service providers being accessible through the host service provider and each of the plurality of remote service providers having separate login procedures requiring data, the method comprising the steps of the host service provider receiving the single login from a user, the host service provider having a universal session manager; the universal session manager retrieving data from a validation database based on the single login to the host service provider, wherein the data is effective for accessing a selected one of the plurality of remote service providers, and wherein the data is based at least in part on the single login; the universal session manager transmitting said data to the remote service provider, the universal session manager and the remote service provider exchanging the data to effect a two-sided authentication; and the host service provider directing the user to the remote service provider.

The Examiner is respectfully requested to reconsider the rejection as set out in the Office Action. As reflected in claim 1, the teachings of Kirsch are substantially different than the

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present invention. It is respectfully submitted that the Office Action's interpretation of the teachings of Kirsch vis-à-vis the invention of claim 1 is misplaced.

2. The October 20, 2003 Office Action and the April 9, 2003 Office Action

As an initial matter, it is respectfully submitted that the October 20, 2003 Final Office Action varies the interpretation of the teachings of Kirsch vis-à-vis the April 9, 2003 Office Action. However, Applicant submits that even with the varied interpretation as set out in the October 20, 2003 Final Office Action, Kirsch still fails to teach or suggest the claimed invention.

In particular, the April 9, 2003 Office Action asserts, in the rejection on page 2, that Kirsch teaches a "host service provider (14 Fig.1)". Further, the April 9, 2003 Office Action asserts on page 3, line 3, "the host service provider (through an Internet Service Provider 14 Fig. 1)". However, these assertions are inconsistent with the asserted teachings of Kirsch in the October 20, 2003 Final Office Action. That is, on page 3, line 4, the October 20, 2003 Final Office Action asserts "the host service provider (using an Internet Service Provider connected to the Internet 14 of fig. 1, see col. 5 lines 52-63) receiving the single login." However, this assertion is inconsistent with the April 9, 2003 Office Action in what the respective Office Actions assert is the host service provider. That is, the April 9, 2003 Office Action asserts that the host service provider is 14, whereas, the October 20, 2003 Final Office Action asserts that the host service provider uses an Internet service provider that is connected to the Internet 14.

The assertions in the October 20, 2003 Final Office Action are further complicated by the presence of inconsistencies within the October 20, 2003 Final Office Action itself. That is, on page 3, line 3, the October 20, 2003 Office Action asserts the host service provider using an Internet Service Provider connected to the Internet 14...receiving the single login.", as is noted above. However, the October 20, 2003 Office Action also asserts on page 2, last line, "a host

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service provider (an Internet Service Provider connected to the Internet 14 fig. 1)". Accordingly,

these respective assertions as set forth in the October 20, 2003 Office Action are inconsistent in

that the Office Action's interpretation is not clear as to what the Examiner is asserting is the host

service provider. Applicant notes these inconsistencies since they are further complicated by

additional inconsistencies that make understanding of the applied rejection difficult.

That is, the October 20, 2003 Office Action asserts on page 3, line 5-7, the service

provider having a universal session manager (i.e., the client computer system for requesting a

Web page by issuing a URL request through Internet to the server system, see abstract, fig. 1,

col. 5 line 52 to col. 6 line 49 and col. 7 line 11 to col. 8 line 44). Accordingly, this assertion in

the October 20, 2003 Office Action appears to assert that the universal session is or is disposed

in the client computer system, which Applicant adamantly traverses. In contrast, the October 20,

2003 Office Action, on page 8, lines 9-12, sets forth that the "Examiner points out that the Kirsch

reference using the client computer system for requesting a Web page by issuing a URL request

through Internet to the server system (universal manager). Accordingly, as can be appreciated, it

is fully unclear whether the Office Action is asserting that the universal session manger is

somehow disposed in the client computer system or whether the universal session manager is the

"server system." Applicant requests clarification of these inconsistencies in the October 20,

2003 Office Action.

Further, Applicant notes that the April 9, 2003 Office Action on page 4, line 8, with

respect to claim 7, asserted that "Kirsch teaches a method for accessing one of a plurality of

remote service providers across a network via a single login to a host service provider (14 fig.

1)", i.e., asserting that the host service provider was element 14 of Figure 1. In contrast, the

October 20, 2003 Office Action asserts (on page 4, line 13) "...a host service provider (ISP

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connected through the Internet 14 of fig. 1, see col. 5 lines 52-63). Accordingly, the October 20, 2003 Office Action has varied the interpretation of what constitutes the claimed host service provider vis-à-vis the April 9, 2003 Office Action.

Further, Applicant notes that the October 20, 2003 Office Action, with reference to claim 7 (page 5, line 13), asserts that Kirsch discloses "the validation database (using database 36 fig. 2 for storing registration record of users, see col. 7 line 43 to col. 8 line 20) for storing the data for accessing the remote service provider." Accordingly, this appears to imply that the Office Action is interpreting Kirsch's database 36 to constitute the claimed validation database of claim 7. Applicant notes that the April 9, 2003 Office Action did not specify that the Kirsch database 36 was being interpreted as the validation database.

Accordingly, based on the above discussed changes to the grounds of rejection of the October 20, 2003 Office Action vis-à-vis the April 9, 2003 Office Action, Applicant respectfully requests consideration of the appropriateness of the finality of the present Office Action.

Further, for the reasons set forth below, Applicant respectfully submits that even with the revised interpretation of Kirsch as set forth in the October 20, 2003 Office Action, Kirsch still fails to teach or suggest the features of claim 1 and claim 7.

3.   The Claims Distinguish Over Kirsch

Applicant respectfully submits that the claims of the present application distinguish over Kirsch for at least the reason set forth herein. The October 20, 2003 Office Action asserts that, as to claim 1, Kirsch discloses a method for accessing one of a plurality of remote service providers across a network via a single login to a host service provider (an Internet Service Provider connected to the Internet 14 fig. 1), each of the plurality of remote service providers (16

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fig. 1) being accessible through the host service provider, and each of the plurality service

providers having separate login procedures requiring data.

The Office Action asserts that Kirsch discloses the host service provider (using an

Internet Service Provider connected to the Internet 14 of fig. 1, see col. 5 lines 52-63) receiving

the single login, the service provider having a universal session manager (i.e., the client

computer system for requesting a Web page by issuing a URL request through Internet to the

server system, see abstract, fig. 1, col. 5 line 52 to col. 6 line 49 and col. 7 line 11 to col. 8 line

44).

The Office Action further asserts that Kirsch discloses the universal session manager

retrieving data from a validation database (using database 36 fig. 2 for storing registration

record of users, see col. 7 line 43 to col. 8 line 20) based on the single login to the service

provider, wherein the data is effective for accessing a remote service provider and is based at

least in part on the received username and password (i.e., login form using user identification

and password, col. 6 line 22 to col. 7 line 19).

Also, the Office Action asserts that Kirsch discloses transmitting data to the remote

service provider and directing the user to the remote service provider (using redirection request,

see col. 6 lines 28-62), the universal session manager and the remote service provider

exchanging the data to effect a two sided authentication (i.e., processing of a transaction T-2 over

the server 34 of fig. 2 to the remote server 22 of fig. 2, see also fig. 2, col. 7 line 20 to col. 8 line

63 and col. 10 lines 5-46). The Office Action also asserts that Kirsch discloses that the host

service provider directing the user to the remote service provider (using the direct-server, see col.

6 line 50 to col. 7 line 42).

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It is submitted that claim 1 of the present application clearly sets out the novel arrangement of Applicant's invention. Further, Kirsch is fundamentally different than such claimed arrangement. To explain, the Office Action refers to Figure 1 and portions of the corresponding Kirsch description in the rejection of claim 1. The Office Action indicates that the claimed remote service providers are taught by the Kirsch component 16 (Office Action page 3, line 1). Kirsch talks about the component 16 in column 6, lines 20-25. Kirsch describes that the URL issued from the client system 12 may also be of a complex form that identifies a common gateway interface (CGI) program on a server system 16. Thus, Kirsch describes "16" as a server system. Further, the Final Office Action now relies upon the Kirsch database 36 (Figure 2 of Kirsch as the claimed "validation database".

In short, the teachings of Kirsch relate to URL redirection. Kirsch fails to teach or suggest the claimed features of the host service provider and the interrelationship of the host service provider with the user and the remote service provider.

Claim 1 recites the host service provider receiving the single login from a user, the host service provider having a universal session manager; the universal session manager retrieving data from a validation database based on the single login to the host service provider, wherein the data is effective for accessing a selected one of the plurality of remote service providers, and wherein the data is based at least in part on the single login; the universal session manager transmitting said data to the remote service provider, the universal session manager and the remote service provider exchanging the data to effect a two-sided authentication; and the host service provider directing the user to the remote service provider. Applicant notes two features for discussion. Claim 1 recites that the host service provider having a universal session manager.

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Further, claim 1 recites the universal session manager transmitting said data to the remote service provider. Kirsch is devoid of these particular features of the host service provider.

To explain, the Office Action alleges that the claimed host service provider is an Internet Service Provider connected to the Internet 14 (Office Action page 2, last line); and that Kirsch teaches remote service providers 16. However, Kirsch merely describes in column 5, lines 52-63, for example, that a conventional client computer system 12, executing a client browser application that supports the HTTP protocol, is connected typically through an Internet Service Provider (ISP) to the Internet 14; and that a server computer system 16 is also coupled typically through an Internet Service Provider to the Internet 14. Accordingly, in alleging that the claimed host service provider (and the features thereof) is taught by Kirsch, the Office Action relies merely on what appears to be a standard ISP. Such interpretation, while alleging that Kirsch teaches claim 1, leaves various recitations of claim 1 meaningless. Applicant queries how does a standard ISP teach a host service provider having a universal session manager, and the universal session manager's interrelationship with the remote service providers, as recited in claim 1. In short, the alleged host service provider, i.e., an ISP, which is easily appreciated as a prominent feature of claim 1, is minimally discussed in Kirsch.

Hereinafter, the features of Kirsch will be described in further detail. Applicant submits that the fundamental differences between Kirsch and the claimed invention is apparent. Illustratively, Kirsch teaches in column 4, lines 48-64, that the Kirsch invention provides for a purchase transaction that appears to the client user as a singular selection of a purchasable product or service and a singular confirmation of the purchase. A persistent predetermined coded identifier is established on the client browser corresponding to an account record stored by the merchant server. Kirsch further teaches that a predetermined URL referencing a purchasable

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product or service is served to the client browser. The predetermined URL includes an implicit reference to the persistent predetermined coded identifier. The predetermined URL is received by the merchant server, including the predetermined coded identifier, in connection with a client browser selection. Kirsch further teaches that the merchant server validates the predetermined coded identifier against the server stored account record and records an identifier of the purchasable product or service as derived from the predetermined URL by the merchant server. Accordingly, Applicant submits that such teachings, and in particular the described role of the client browser is fundamentally different than the claimed invention.

Of note, Kirsch describes further features of interest in column 7, lines 1-19. Therein, Kirsch teaches the final portion of the redirection URL is a second URL. This second URL identifies directly the target server system for the redirection. Preferably, any path portion provided as part of the direct server specification with a redirection URL is repeated as a path component of the redirect server portion of the redirection URL. However, path portion identity is not required. In general, all that is required is a one-to-one correspondence between the Web pages referenced by the direct server and redirect server terms of the redirection URL. Kirsch describes that on recognition of the redirect key word, the second URL in the redirection URL is returned to the browser executing on the client system 12 as part of a redirection message that directs the browser to issue a new URL request consisting essentially of the second URL. As a result, the "data" portion of the direct URL is effectively delivered to the direct server for purposes of accounting and potentially also validation, while the second URL is issued to the redirect server essentially transparently to the client user. Again, these features of Kirsch are fundamentally different from, and do not teach, the invention of claim 1.

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The Office Action asserts the host service provider (using an Internet Service Provider connected to the Internet 14 of fig. 1, see col. 5 lines 52-63) receiving the single login, the service provider having a universal session manager (i.e., the client computer system for requesting a Web page by issuing a URL request through Internet to the server system, see abstract, fig. 1, col. 5 line 52 to col. 6 line 49 and col. 7 line 11 to col. 8 line 44). As discussed above, Applicant notes that such described "host service provider (using an Internet service provider..." is inconsistent with the Office Action at page 2, last line, which alleges a host service provider (an Internet Service Provider connected to the Internet 14, fig. 1).

However, based on this assertion on page 3, the Office Action appears to allege that the client computer system constitutes the claimed universal session manager. This interpretation is fully inconsistent with the language of claim 1. In particular, claim 1 recites the host service provider receiving the single login from a user, the *host service provider having* a universal session manager. Claim 1 recites the universal session manager retrieving data from a validation database based on the single login to the host service provider. Claim 1 further recites the universal session manager transmitting said data to the remote service provider, the universal session manager and the remote service provider exchanging the data to effect a two-sided authentication; and the host service provider directing the user to the remote service provider.

Accordingly, claim 1 does indeed recite the host service provider directing the user to the remote service provider. Such language of claim 1, in and of itself, might be interpreted to be taught by Kirsch. However, claim 1 importantly also clearly recites that the host service provider has the universal session manager; and that the universal session manager interfaces with the remote service provider. Further, claim 1 recites the interrelationship of the user with the other features of claim 1. Kirsch cannot be fairly interpreted to teach these features.

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Of further interest, in the rejection of claim 1, the Office Action relies upon the teachings

of Figure 1 of Kirsch in part, i.e., to allegedly teach the host service provider, the remote service

provider and the universal session manager (see Office Action at page 2, last line; page 3, line 1;

and page 3, lines 6-8, respectively). However, the Office Action then relies upon the database

36, i.e., Figure 2 of Kirsch, to allegedly teach the validation database, as recited in claim 1.

Accordingly, Applicant queries in what manner the Office Action is picking and choosing

between different figures of Kirsch so as to allegedly teach the claimed invention. In column 7,

lines 20-22, Kirsch describes that referring now to Figure 2 a number of different scenarios are

presented where the present invention is utilized in simple to complex purchase transactions.

However, Applicant submits that the described relationship between Figs. 1 and 2 of Kirsch

would not fairly support the Office Action's picking and choosing between the two respective

figures. That is, for example, Figure 2 does not appear to be a subpart of Figure 1. Accordingly,

Applicant submits that the picking and choosing between Figs. 1 and 2 of Kirsch, and in

particular without any explanation in the Office Action, is inappropriate and is unsupportable as

fairly teaching or suggesting the claimed invention.

For at least the reasons described above, as well as the reasons set forth in Applicant's

prior response, it is submitted that Kirsch fails to teach or suggest the claimed invention of claim

1. Further, Applicant submits that claim 7 recites patentable subject matter for reasons similar to

claim 1.

Hereinafter, teachings of Kirsch vis-à-vis claim 7 will be described. Claim 7 recites a

system for accessing one of a plurality of remote service providers via a single login to a host

service provider, each of the plurality of remote service providers being accessible through the

host service provider and each of the plurality of remote service providers having separate login

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procedures requiring data, the system comprising a user system having a network data acquisition module; a plurality of remote service providers; a host service provider for receiving the single login, the host service provider having a universal session manager; the universal session manager receiving data from a validation database based on the single login to the host service provider, the universal session manager passing the data, which is required for access to the remote service provider, to the remote service provider, the universal session manager and the remote service provider exchanging the data to effect a two-sided authentication; and the validation database for storing the data for accessing the remote service provider, the universal session manager communicating with the validation database to obtain the data; and wherein the host service provider directs the user to the selected one of the plurality of remote service providers using the data.

Accordingly, Applicant submits that the features of claim 7, a system claim, are similar to the features of claim 1, a method claim. However, Applicant submits that there are differences between the two independent claims. As noted above, the October 20, 2003 Office Action has varied the rejection of claim 7 vis-à-vis the particulars of the rejection as set forth in the April 9, 2003 Office Action. Accordingly, Applicant below further traverses the rejection of claim 7, in addition to the reasons set forth above. Claim 7 is rejected in the October 20, 2003 Office Action on page 4, line 12 - page 5, line 19.

Applicant submits that there are various deficiencies in the Office Action's allegations that claim 7 is taught or suggested by Kirsch. As discussed above with respect to claim 1, Applicant submits that the rejection of claim 7 inappropriately picks and chooses between Figs. 1 and 2 of Kirsch. See Office Action page 4, lines 14 and 15; and page 5, lines 2 and 8. Further, there are inconsistencies in the rejection of claim 7. For example, on page 5, line 5, the October

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20, 2003 Office Action relies upon an alleged teaching of "a validation database (43 fig. 2B)".

Applicant cannot identify where such teachings is present in Kirsch. Further, in contrast, on

page 5, line 13, the Office Action asserts "the validation database (using database 36 fig. 2 for

storing registration record of users..." Accordingly, Applicant respectfully queries which

component of Kirsch is being relied upon to allegedly teach the validation database of claim 7.

Further, the Office Action alleges that the universal session manager of claim 7 is taught

by Kirsch. However, with regard to the claim 7 rejection, the Office Action is fully unclear as to

what component of Kirsch allegedly teaches the universal session manager. Reviewing the

Office Action on page 5, lines 9-12, it might be thought that the Office Action is interpreting

Kirsch's server 34 as the universal session manager. However, this interpretation is clearly in

conflict with the language of claim 1 and the interrelationship between the universal session

manager and the host service provider, for example.

Also, on page 5, line 2, the Office Action asserts that Kirsch teaches service providers (44

and 40 of fig. 2). However, in contest, on page 5, lines 9-12, the Office Action appears to assert

that a remote server 22 is the remote service provider. It is respectfully submitted that the

language of claim 7 is clear. However, the Office Action's attempt to twist the disclosure of

Kirsch, to allegedly teach the claimed invention, has resulted in substantial confusion in the

grounds of rejection.

To explain further, the Office Action asserts, with respect to claim 7, that Kirsch teaches

"a host service provider (ISP connected through the Internet 14 of fig. 1, see col. 5 lines 52-63)"

However, the Office Action fails to allege how Kirsch teaches these particulars of claim 7. That

is, claim 7 recites a host service provider for receiving the single login, the host service provider

having a universal session manager. Claim 7 also recites the universal session manager

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receiving data from a validation database based on the single login to the host service provider,

the universal session manager passing the data, which is required for access to the remote service

provider, to the remote service provider. Further, claim 7 recites the universal session manager

communicating with the validation database to obtain the data. Accordingly, this language of

claim 7 sets forth particulars of the interrelationship between the host service provider/universal

session manager and the remote service provider, which are not taught or suggested by Kirsch.

The Office Action references various portions of Kirsch in alleged support of the asserted

rejection. The teachings of Kirsch with respect to Figure 1 of Kirsch are described above.

Figure 2 of Kirsch is directed to a variety of purchase transaction scenarios.

For example, Kirsch teaches the use of cookies. That is, at column 8, lines 14-20, Kirsch

teaches that cookie data, when received by the Server-2 34 in connection with a purchase request

URL, is then used to lookup a client database record in the database 36. The cookie data may be

decoded and compared with the record contents to validate the cookie. Assuming that the

comparison is correct, the identified record is then used as the source of billing related

information, needed by the Server-2 34 to fulfill the client user's purchase request, as described

by Kirsch. However, it is respectfully submitted that such teaching clearly fails to teach or

suggest the features of claim 1 relating to the host service provider, the universal session

manager, and the validation database, and the interrelationship there between.

Further, Kirsch teaches, in column 8, lines 54-63, further aspects of purchase. That is,

Kirsch teaches should the client user again select the purchase portion of the hyperlink image

map 26, or any other purchase selection hyperlink that corresponds to the same vendor operating

from the Server-2 34, a new secure session T2 is established, the client-side cookie is provided to

the Server-2 34, and a confirmation form is presented to the client user. The client-side cookie

provided during the secure session T2 specifically encodes sufficient information to authenticate the client user to the Server-2 34, thereby obviating the need for the client user to re-authenticate manually. Further, Applicant in particular notes Kirsch at column 10, lines 15-25. Kirsch describes that selection of a URL 32 preferably results in the establishment of a transaction T6 with the Server-5 44. Although the Server-5 44 may be a secure server and preferably maintains a database 45 of client user account records and Web pages detailing certain products and services available for apparently direct purchase, the Server-5 44 may itself maintain pre-established credit relationships with any number of other servers, such as Server-4 40. Kirsch further describes that in response to a URL request for product information or to purchase a selected product, the Server-5 44 may establish a transaction T7 with the Server-4 40. However, it is submitted that such disclosure of Kirsch fails to teach or suggest the particular features of claim 1. These teachings of Kirsch also fail to teach or suggest the claimed invention as recited in claim 7, and in particular the claimed interrelationship between the host service provider, the remote service provider, the universal session manager and the validation database, as well as the manner in which such claimed components interrelate with the user system.

Applicant also notes column 10, line 63 - column 11, line 15. Therein, Kirsch describes that where the Server-5 44, in response to a secure purchase transaction request T6, has identified the selected product or service as being available through Server-4 40, the Server-5 44 operates as a proxy for the client user and relays through a secure purchase transaction T7 the purchase request initiated by the client user. This will require the client user to have or to establish a credit relationship with the Server-4 40. However, this disclosure also fails to teach or suggest the interrelationship of the features of claim 7.

Accordingly, for the reasons set forth above, including those reasons discussed with respect to claim 1, it is respectfully submitted that claim 7 defines patentable subject matter.

For the above reasons, it is respectfully submitted that there are various deficiencies in the rejection. Accordingly, it is submitted that Kirsch fails to teach or suggest the claimed features as recited in claim 1, as well as claim 7. For at least the above reasons, Applicant respectfully submits that independent claims 1 and 7 define patentable subject matter.

Claims 2-6, 9-15, 17 and 19-21 variously depend from the independent claims and therefore also define patentable subject for the reasons set forth above with respect to the independent claims, as well as for the additional features such dependent claims recite.

As was discussed in the July 9, 2003 Amendment, the Office Action asserts that as to claims 2 and 10, Kirsch discloses a trusted service module acts as an intermediary between the host service provider and the trusted service provider (i.e., establishing a secure session transaction with the server, see col. 9 line 23 to col. 10 line 62). In the July 9, 2003 Amendment, Applicant queried, with regard to this portion of the rejection, that the Examiner clarify the particular components of Kirsch that have been interpreted to be the claimed trusted service module and trusted service provider of claim 2, i.e., in that it appears that the Office Action is asserting that establishing a secure session transaction with the server teaches such specific components as claimed, and such assertion is not understood by Applicant. However, the present Final Office Action in no way clarifies this grounds of rejection. The Examiner is requested to provide clarification of the rejection of claims 2 and 10.

Claim 19 recites wherein the validation database transmits data to the universal session manager of the host service provider indicating which services the user is enrolled. Kirsch fails to teach or suggest such claimed features. The Office Action asserts that as to claim 19, Kirsch

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discloses the validation database transmitting data to the universal session manager indicating which service the user is enrolled (using database 36 fig. 2 for storing registration record of users to process clients' requests. The Office Action refers to col. 7 line 43 to col. 8 line 44. However, as discussed above, Kirsch fails to teach or suggest the claimed interrelationship of the universal session manager. In the rejection of claim 19, the Office Action appears to again attempt to interpret the universal session manager to be one and the same as the client system 12. As discussed above, Kirsch does teach the use of cookie data. For example, Kirsch teaches that cookie data, when received by the Server-2 34 in connection with a purchase request URL, is then used to lookup a client database record in the database 36. However, such use of cookie data falls far short of the specifics of claim 1 and 19.

In the Office Action on page 8, the Office Action responds to some of Applicant's previous arguments. That is, the Office Action discusses: that Applicant asserts that the Kirsch reference does not disclose an Internet Service Provider as 14 of fig. 1, and that the Examiner respectfully disagrees. The Office Action asserts that Kirsch discloses an Internet Service Provider connected to the Internet 14 of fig. 1 (see col. 5 lines 52-63). However, as can be appreciated, the claimed invention goes well beyond merely the presence of an Internet service provider. Applicant is not asserting that Kirsch does not describe an Internet service provider. Applicant does assert that Kirsch does not disclose the host service provider and the particulars associated therewith, as set out in claims 1 and 7.

Further, in response to Applicant's arguments, the Office Action asserts that Kirsch clearly discloses using database 36 fig. 2 for storing registration record of users (see col. 7, line 43 to col. 8, line 44). Applicant respectfully submits that such response in the Office Action is an inappropriate simplification of the claimed invention. Applicant acknowledges that Kirsch

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teaches the use of a database. However, the claimed invention relates to a particular interrelationship of the "validation database" with the host service provider and the universal session manager, for example.

The Office Action reflects that Applicant further asserts that the Kirsch reference does not disclose a universal session manager, and that the Examiner points out that the Kirsch reference using the client computer system for requesting a Web page by issuing a URL request through Internet to the server system (universal manager). As discussed above, such assertions in the Office Action are inconsistent with those assertions set out on page 3 of the Office Action, i.e., what is the Office Action interpreting as the universal session manager. As is also discussed above, it is submitted that Kirsch fails to teach the universal session manager and the interrelationship of the universal session manager with the other features of claims 1 and 7.

For the reasons discussed above, Applicant respectfully submits that Kirsch fails to teach or suggest the features of the rejected claims. Reconsideration and withdrawal of the rejection under 35 U.S.C. 102 is respectfully requested.

B.   The Rejection of Claims 16 and 18

In the Office Action, claims 16 and 18 are rejected under 35 U.S.C. § 103 over Kirsch. This rejection is respectfully traversed.

The Office Action asserts Kirsch discloses a series of handshake (i.e., providing a series of handshake transactions to negotiate the establishment of the secure transactions, see col. 2 lines 1-46) which may includes a set of one, two, three... handshake transactions between the two servers; and that therefore, Kirsch discloses a triple handshake as the Applicant's claimed invention. The Office Action asserts that it would have been obvious to one of the ordinary skill in the art at the time the invention was made to implement a triple hand- shake in the computer

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system of Kirsch because it would have exchanged of signals between two devices when communications begin in order to ensure synchronization and provided a more secure network environment.

However, it is respectfully submitted that even if it were obvious to somehow utilize a triple hand- shake in the teachings of Kirsch, such modification of the Kirsch reference would still clearly fail to cure the deficiencies described above, i.e., such that Kirsch would fairly teach or suggest the claimed invention.

Accordingly, for at least the above reasons, Applicant respectfully submits that independent claim 1, as well as claim 7, defines patentable subject matter. Claims 16 and 18 depend from independent claims 1 and 7 respectively, and therefore also define patentable subject matter for the reasons set forth above with respect to claims 1 and 7, as well as for the additional features claims 16 and 18 recite, as discussed above. Reconsideration and withdrawal of the rejection under 35 U.S.C. 103 is respectfully requested.

II.   CONCLUSION

For at least the reasons outlined above, Applicant respectfully asserts that the application is in condition for allowance. Favorable reconsideration and allowance of the claims are respectfully solicited.

For any fees due in connection with filing this Response the Commissioner is hereby authorized to charge the undersigned's Deposit Account No. 50-0206.

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Should the Examiner believe anything further is desirable in order to place the

application in even better condition for allowance, the Examiner is invited to contact Applicant's

undersigned representative at the telephone number listed below.

Respectfully submitted,
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